

## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Approval to Enter into the St. Johns River Water Management District - ERP General Consent Order Number 948983 in Conjunction with the Sweetwater Creek Cove Tributary Surface Water Restoration Phase IIB Dredging Project

**DEPARTMENT:** Public Works

**DIVISION:** Engineering

**AUTHORIZED BY:** Gary Johnson

**CONTACT:** Robert Walter

**EXT:** 5753

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the St. Johns River Water Management District (SJRWMD) - ERP General Consent Order Number 948983 negotiated in conjunction with SJRWMD Permit Number 4-117-97866-2 for the Sweetwater Creek Cove Tributary Surface Water Restoration Phase IIB Dredging Project.

District 3 Dick Van Der Weide

Jerry McCollum

---

**BACKGROUND:**

Representatives from St. Johns River Water Management District, the contractor, and Seminole County have met regarding water quality permit violations (exceeded turbidity limits) that have occurred during the dredging of Sweetwater Creek Cove. Although the contractor's work performance created the violations, the referenced permit was issued to the County. Therefore, the County must enter into this Consent Order with SJRWMD. County staff has negotiated various aspects of the violations cited within the Consent Order. The County's fines associated with this Consent Order, totaling \$8,121.82, will be deducted from the contractor's payments via a Deductive Change Order. The contractor has implemented additional turbidity controls at the project site in an attempt to prevent any future violations.

**STAFF RECOMMENDATION:**

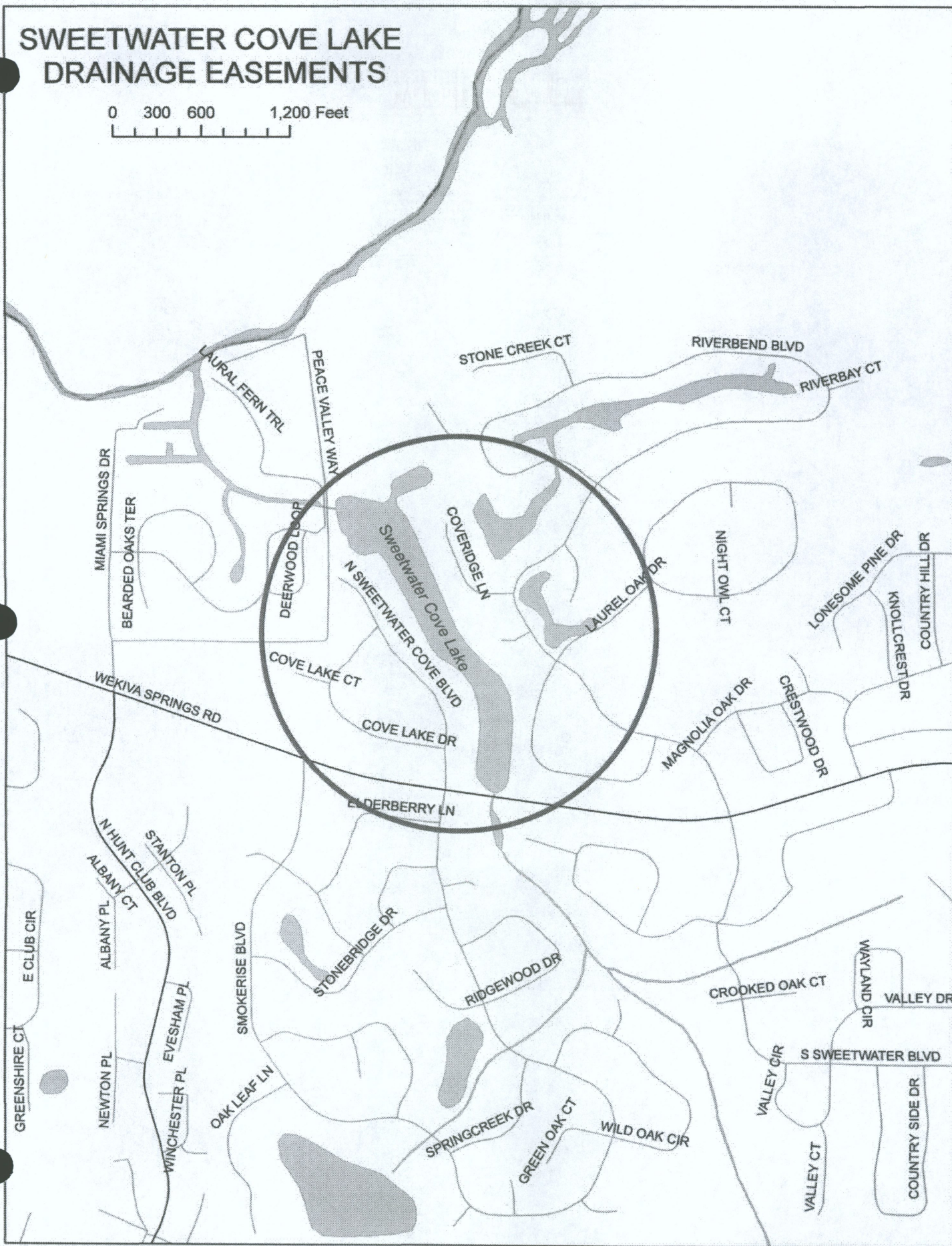
Staff recommends that the Board approve and authorize the Chairman to execute the St. Johns River Water Management District (SJRWMD) - ERP General Consent Order Number 948983 negotiated in conjunction with SJRWMD Permit Number 4-117-97866-2 for the Sweetwater Creek Cove Tributary Surface Water Restoration Phase IIB Dredging Project.

**ATTACHMENTS:**

1. Location Map - Sweetwater Creek Cove Tributary
2. SJRWMD - ERP General Consent Order No. 948983
3. SJRWMD-Permit No. 4-117-97866-2-Sweetwater Creek Cove
4. All American Concrete, Inc. - Agreement

# SWEETWATER COVE LAKE DRAINAGE EASEMENTS

0 300 600 1,200 Feet





**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**

**ERP GENERAL CONSENT ORDER NUMBER 948983**

IN RE: Sweetwater Creek Cove Tributary  
Surface Water Restoration Phase IIB Dredging  
Seminole County

F.O.R. #2009-02

This ERP General Consent Order is entered into by Seminole County ("Respondent") and the St. Johns River Water Management District ("District") to settle certain issues between them under Chapter 373, Florida Statutes (F.S.), and Chapters 40C-4, 40C-40, 40C-42 or 40C-400, Florida Administrative Code (F.A.C.).

1. The St. Johns River Water Management District is a special taxing district established by Chapter 373, F.S., and charged with the duty to administer and enforce Chapter 373, F.S., and the rules promulgated thereunder, including Chapters 40C-4, 40C-40, 40C-42, and 40C-400, F.A.C.

2. Respondent owns or controls real property (the "subject property") located at Sections 29, 32; Township 20S; Range 29E in Seminole County.

3. On July 16 and 17, 2009 Respondent violated Section 373.430(1)(b) F.S., F.A.C. by: Failure to implement effective sediment controls to prevent violations of water quality standards in contravention of Permit No. 4-117-97866-2, conditions 4 and 21. The project directly discharges to an area designated as "Outstanding Florida Waterbody" (OFW). Downstream turbidity levels exceeded background sample.

4. The District has jurisdiction over this matter, Respondent, and the subject property. Sections 373.069(2)(c), 373.413, and 373.416, F.S.

5. The District is authorized under Section 373.129, F.S., to seek injunctive relief and/or a civil penalty not to exceed ten thousand dollars (\$10,000.00), per offense per day, for violations of Chapter 373, F.S., and Chapters 40C-4, 40C-40, 40C-42, or 40C-400, F.A.C.

6. Respondent agrees to pay settlement monies in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) and staff costs of Six Hundred Twenty-One Dollars and Eighty-Two Cents (\$621.82). Within ten (10) days of rendition of this General Consent Order, Respondent shall deliver to the District a cashier's check or money order made payable to the St. Johns River Water Management District, 4049 Reid Street, Palatka, FL 32177-2529, in the total amount of Eight Thousand One Hundred Twenty-One Dollars and Eighty-Two Cents (\$8,121.82). Any sums unpaid within the time frame provided herein shall bear interest at the rate of 1.5 percent per month until paid.

7. Respondent agrees to complete the following corrective actions:

- a. Implement and maintain the Secondary Erosion and Turbidity Control Implementation Plan for phase I of the project, that Respondent initiated on August 6, 2009, in accord with the terms of the plan, which is attached as Exhibit A hereto, until construction of phase I of the project is completed. Respondent shall adhere to the plan unless Respondent submits a request to change the plan to the District in writing and the change is approved in writing by the District.
- b. Within thirty (30) calendar days prior to the initiation of construction of Phases 2 and 3, Respondent shall submit to the District's Altamonte Springs Service Center a revised Erosion and Turbidity Control Implementation Plan that corresponds to the Phase 2 and Phase 3 construction areas. Should the

District note any deficiencies, the District will present the deficiencies in writing to the Respondent, the Respondent will submit a plan to the District for implementing measures that correct the deficiencies and, once accepted by the District, implement the corrective measures.

- c. No less than thirty (30) calendar days prior to commencing construction of phase 2 of the project approved by Permit No. 4-117-97866-2, Respondent shall submit to the District a written draft Secondary Erosion and Turbidity Control Implementation Plan for Phase 2. Respondent shall likewise submit a draft plan to the District prior to commencing construction of phase 3 of the project approved by Permit No. 4-117-97866-2. Respondent shall incorporate any changes to the plan suggested by the District and submit a final version of the written plan to the District prior to implementing and maintain the plan in accord with the terms of the District approved plan. The approved plan for phase 2 and phase 3 shall be signed by each party to this General Consent Order and become a part of this General Consent Order and may be enforced by the District as authorized by statute.
- d. During all day and night construction activities, which includes lake dredging and dewatering of the spoil pond, Respondent shall monitor turbidity immediately upstream of the southernmost floating turbidity barrier east of Wekiva Springs Road, immediately downstream of the northernmost floating turbidity barrier at the lake outfall to the Wekiva River, and locations indicated in Exhibit A and do so until construction of the project is completed. Samples shall be collected twice in the day and twice at night at least four hours apart during the construction activities. Sample and data collection methodology shall be in accordance with conditions 26, 27, and 28 of Permit No. 4-117-97886-2. A weekly turbidity monitoring report shall be received by the District's Altamonte Springs Service Center on each subsequent Monday.
- e. Respondent agrees to pay the District stipulated penalties in the amount of \$100.00 per day for each and every day Respondent fails to timely comply with any of the corrective actions contained within this General Consent Order. A separate stipulated penalty shall be assessed for each violation of this General Consent Order. Within thirty (30) calendar days of written demand by the District, Respondent shall make payment of the appropriate stipulated penalties to the District. Payment shall be made by a cashier's check or money order made payable to the St. Johns River Water Management District, 4049 Reid Street, Palatka, FL 32177-2529. Any sums unpaid within the time frame provided herein shall bear interest at the rate of 1.5 percent per month until paid. If the District is required to file a lawsuit to recover stipulated penalties under this paragraph, the District will not be foreclosed from seeking civil penalties for violations of this General Consent Order in an amount greater than the stipulated penalties due under this paragraph.

8. Respondent shall not undertake any further construction on the subject property except as authorized by District permit and this General Consent Order.

9. Respondent shall implement and maintain all erosion and sediment control measures (best management practices) required to retain sediment on-site and to prevent violations of state water quality standards, in accordance with the guidelines and specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988).

10. The complete and timely performance of the obligation set forth herein shall be dispositive of the violations(s).

11. The District waives its rights to seek judicial imposition of civil or criminal penalties. The Respondent waives its rights, including its defenses, under section 120.69, F.S., to judicial review or an administrative hearing on the terms of this General Consent Order.



Approved as to form by Office of General Counsel  
(for corrective actions only)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney

**Respondent**

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Seminole County  
Board of County Commissioners

9/24/09  
\_\_\_\_\_  
Date

**District Staff**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
William Carlie

**Service Center Director**

9/25/09  
\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
David Dewey  
St. Johns River  
Water Management District

Rendered this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Sandra Bertram, Acting District Clerk

-----  
Send cashier's check or money order (Do Not Send Cash) to: SJRWMD, 4049 Reid Street, Palatka, FL 32177-2529.  
(NOTE: **When remitting payment, please include: ERP General Consent Order Number 948983, F.O.R. #2009-02**, and return with a copy of this ERP General Consent Order.)

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY**

---

**Bob Dallari, Chairman**

---

**MARYANNE MORSE, Clerk to the  
Board of County Commissioners in  
and for Seminole County, Florida.**

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

---

County Attorney

St. Johns River Water Management District  
ERP General Consent Order Number 948983  
Sweetwater Creek Cove Tributary Water Restoration Phase IIB-Dredging Project





## ALL AMERICAN CONCRETE, Inc.

8770 Somerset Drive • Largo, FL 33773  
(727) 524-8755 • Fax (727) 524-8759  
GC-CO59199 / CU-CO43117

August 3, 2009

Renee Pearson, P.E.

Senior Project Engineer - Construction Services

PBS&J

Project: Restoration & Re-Vegetation of Sweetwater Cove Tributary (Dredging)

Re: Secondary Erosion and Turbidity Control Implementation Plan

Based on the progress meeting held on 7-21-09, All American Concrete Inc. will implement the following Erosion and Turbidity Control Measures to better ensure a successful clean water return from the dredging limitations to the existing outfall leaving the site limitations, while remaining within our permit requirements.

### Turbidity and Erosion Control Measures for the Spoil Site:

- We will excavate throughout the day, every day, as the material becomes available, from the North Easterly end of the spoil site.
- We will extend the discharge pipeline that carries the clean water from the spoil site back to the lake, approximately 20 feet into the lake and place it on a floating pontoon.
- We will implement the use of extra turbidity curtain around the discharge pipeline within the lake at least 30 feet beyond the discharge.
- We will add floating turbidity barrier in the spoil pit to act as a baffle allowing more residence time.

### Turbidity and Erosion Control Measure within the Dredging Limitations:

- We will implement the use of another row of Turbidity barrier placed at the entrance to bird island.
- We will install one (1) row of jute mat downstream from the main outfall weir structure (Site 2) and one (1) row of jute mat downstream of the weir structure at bird island.
- We will continue with daily turbidity monitoring at the three (3) noted locations, and will also monitor at the following new locations to better monitor the site conditions:
  - 100 feet behind the dredge
  - 200 feet behind the dredge, and
  - 500 feet behind the dredge

RECEIVED

AUG 06 2009

Altamonte  
Service Center

Exhibit "A"

- If the resultant turbidity at this location is 50 NTU's above the background, additional measures will be put in place to proactively contain the turbidity. These measures are activating our contingency plan noted below.
  - Installation of an additional row of jute at each of the weir locations, downstream.

These tests will be taken at 1 foot below the water surface and at mid-water depth. These tests will be performed twice daily.

#### Contingency Plan

- Eight (8) floc logs (PAM) will be stored on site immediately for future use if above measures fail or turbidity levels rise.
- Additional Jute will be stored on site immediately for future use if above measures fail or turbidity levels rise.
- If above-noted measures fail or turbidity levels rise, we will:
  - Place four (4) floc logs within the pipeline at the main outfall weir structure (Site 2)
  - Place four (4) floc logs upstream of the pipes at the weir structure at bird island

The attached plan sheets better depict the current location of these additional turbidity control measures. This plan represents how we will handle Phase 1 of the referenced project. We will submit similar plans in the future for Phases 2 and 3.

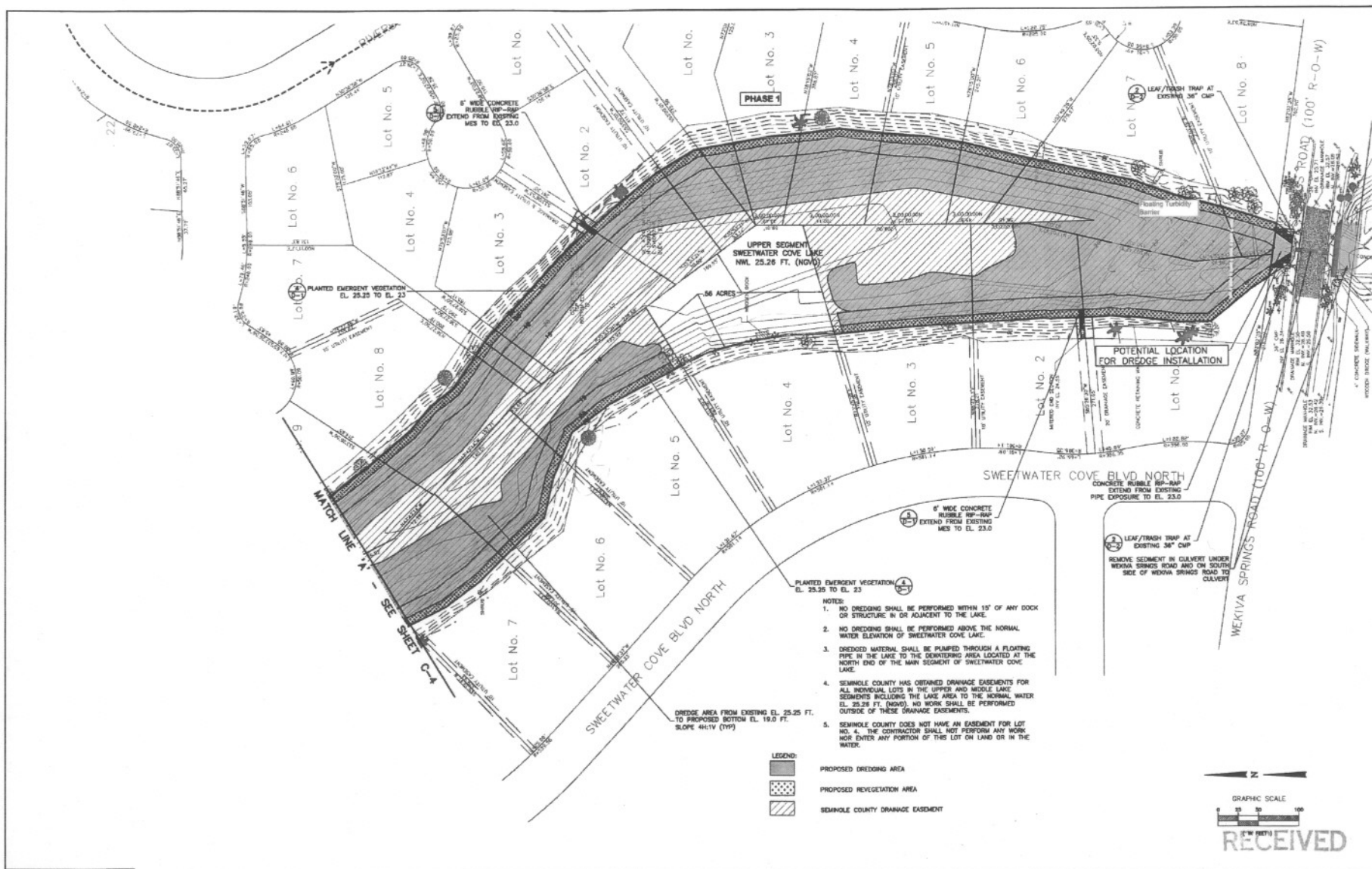
All American Concrete must implement the best methods possible to further identify the source for the rising levels. This will begin with the extra measures as listed above with the spoil site, as well as monitoring of the plume that may be created by the dredge depending on the type of material encountered in the operation.

In conjunction with this plan, we will continue the daily erosion control and turbidity monitoring methods that have been in use since the beginning of the project.

Best Regards,

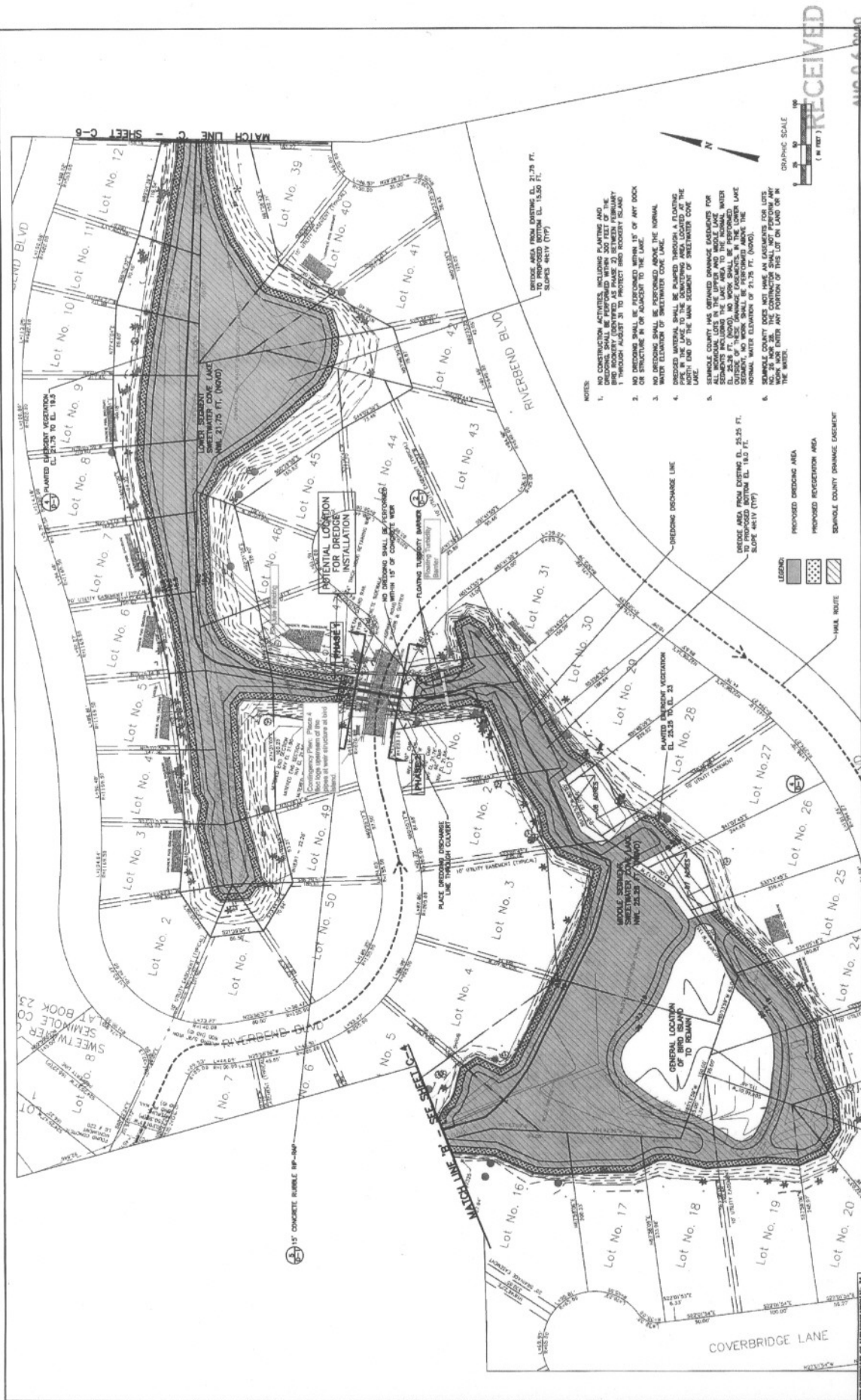
  
Kevin Rose: All American Concrete Inc,







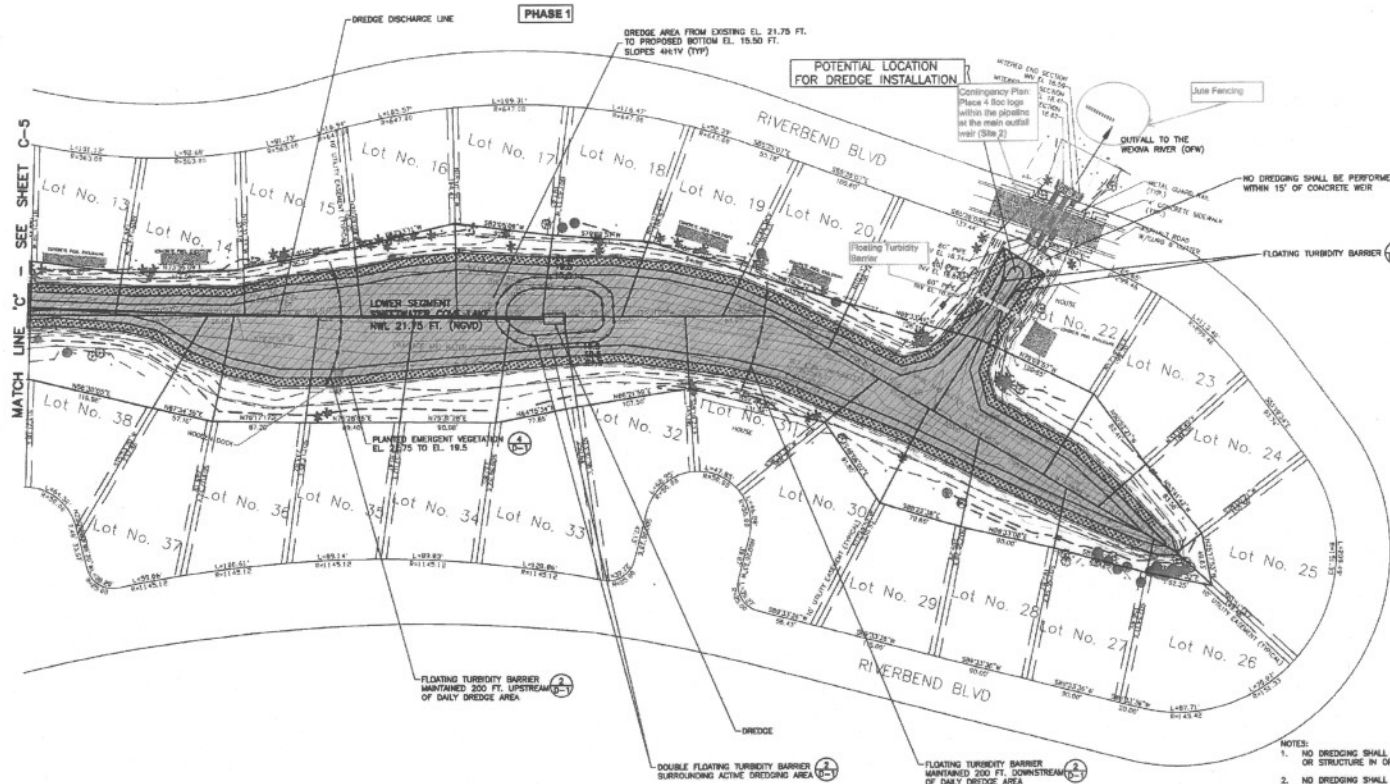




<b>RECEIVED</b> AUG 06 2009 SHEET C-3	<b>CLIENT</b> SEMINOLE COUNTY, FLORIDA PROJECT SWEETWATER COVE TRIBUTARY PHASE III EXPANSION/REVEGETATION OF SURFACE WATER TREATMENT PLANT	<b>TASK</b> EXPANSION / REVEGETATION PARTIAL SITE PLAN (3 OF 4)	<b>DATE</b> AUGUST 2008 1. JPM, INC. 2. JPM, INC. 3. JPM, INC. 4. JPM, INC. 5. JPM, INC. 6. JPM, INC. 7. JPM, INC. 8. JPM, INC. 9. JPM, INC. 10. JPM, INC.	<b>APPROVALS</b> DESIGNED: JPM CHECKED: JPM APPROVED: JPM SHEET C-3
---	---	---	---	---



POST, BUCKLEY, SCHUB & JERNIGAN




- NOTES:
1. NO DREDGING SHALL BE PERFORMED WITHIN 15' OF ANY DOCK OR STRUCTURE IN OR ADJACENT TO THE LAKE.
  2. NO DREDGING SHALL BE PERFORMED ABOVE THE NORMAL WATER ELEVATION OF SWEETWATER COVE LAKE.
  3. DREDGED MATERIAL SHALL BE PUMPED THROUGH A FLOATING PIPE IN THE LAKE TO THE DOWATERING AREA LOCATED AT THE NORTH END OF THE MAIN SEGMENT OF SWEETWATER COVE LAKE.
  4. SEMINOLE COUNTY HAS OBTAINED DRAINAGE EASEMENTS FOR ALL INDIVIDUAL LOTS IN THE UPPER AND MIDDLE LAKE SEGMENTS INCLUDING THE LAKE AREA TO THE NORMAL WATER EL. 25.26 FT. (NGVD). NO WORK SHALL BE PERFORMED OUTSIDE OF THESE DRAINAGE EASEMENTS. IN THE LOWER LAKE SEGMENT, NO WORK SHALL BE PERFORMED ABOVE THE NORMAL WATER ELEVATION OF 21.75 FT. (NGVD).

LEGEND:

PROPOSED DREDGING AREA

PROPOSED REVEGETATION AREA

RAY CERTIFICATE OF AUTHORIZATION No. 34

	ARCHITECTURE	CLIENT	PROJECT	TASK	ORIGINAL: April 2008 REVISIONS: 1 SURVEYED RAISE #1 2 SURVEYED RAISE #2 3 REV. TURBIDITY BARR. 4 2008 FINISH, DEC. 2007 5 6	JOB NO. 07215427 DRAWN BY: [initials] CHECKED BY: [initials] APPROVED BY: [initials] SHEET 6 of 6
	ENGINEERING					
	SURVEYING					
	PLANNING					
	688 SOUTH KILLAR ROAD ORLANDO, FLORIDA 32810 TELEPHONE (407) 847-7000					
POST, BUCKLEY, SCHUB & FERNIGAN		SEMINOLE COUNTY, FLORIDA	SURFACE WATER RESTORATION PROJECT PHASE IIIB EXPANSION/REVEGETATION OF SWEETWATER COVE TREATMENT POND	EXPANSION / REVEGETATION PARTIAL SITE PLAN (4 OF 4)		

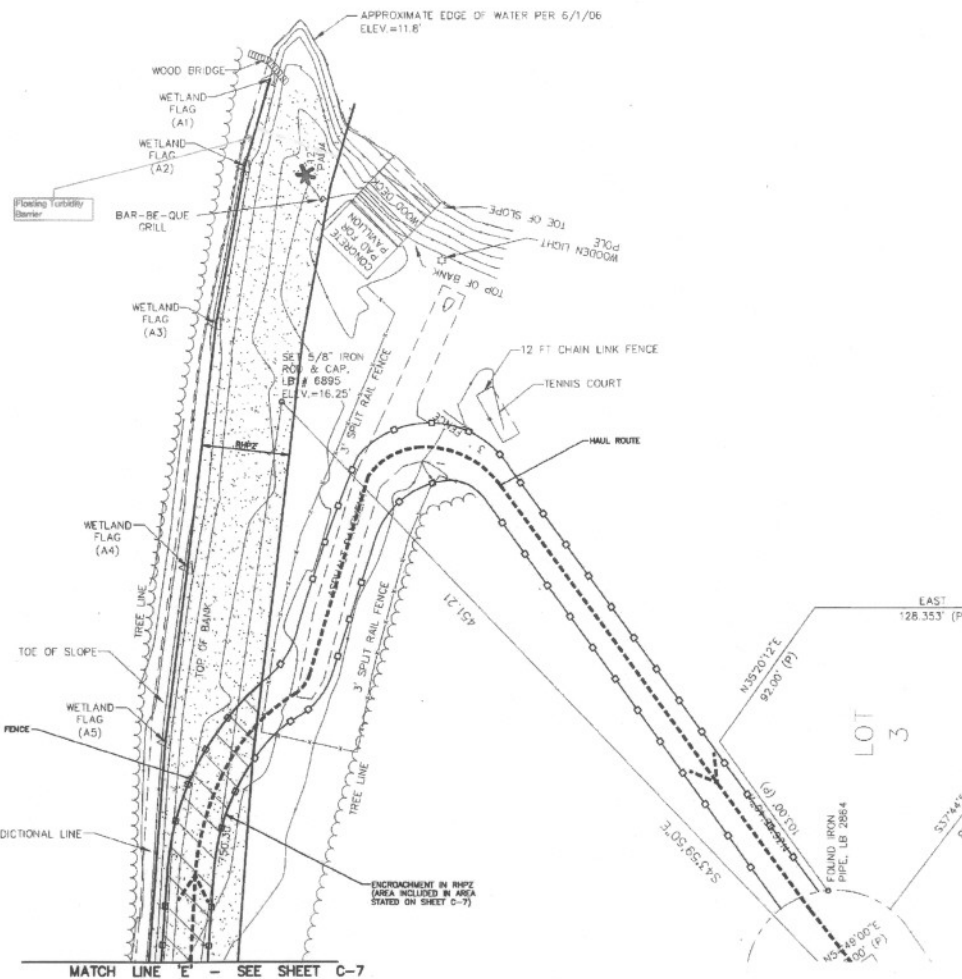
RECEIVED

AUG 15 2009

SHEET 6 of 6







RECEIVED  
AUG 06 2009  
Altamonte  
Service Center

FLORIDA CERTIFICATE OF AUTHORIZATION NO. 34

<b>PBS&amp;J</b> POST, BUCKLEY, SCHUB & JERGINAY	ARCHITECTURE	CLIENT	PROJECT	TASK	ORIGINAL	This document is prepared by the engineer and is not to be used for any other purpose without the written consent of the engineer. The engineer assumes no responsibility for the accuracy of the information furnished by others. The engineer is not responsible for the accuracy of the information furnished by others. The engineer is not responsible for the accuracy of the information furnished by others. The engineer is not responsible for the accuracy of the information furnished by others.	JOB NO. 077000-34 DRAWN DESIGNED CHECKED APPROVED SHEET C-8
	ENGINEERING	SEMINOLE COUNTY, FLORIDA	SWEETWATER COVE TRIBUTARY	DEWATERING AREA PARTIAL	REVISIONS:		
	SURVEYING		SURFACE WATER RESTORATION PROJECT	SITE PLAN (2 OF 2)	1. SURVISED RAJG		
	PLANNING		PHASE IIIb EXPANSION/REVEGETATION OF		2. 100% CHGS. DEC. 2009		
	400 SOUTH SELLERS ROAD ORLANDO, FLORIDA 32813 TELEPHONE (407) 647-7979		SWEETWATER COVE TREATMENT POND		3.		

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
Post Office Box 1429  
Palatka, Florida 32178-1429

PERMIT NO. 4-117-97866-2

DATE ISSUED: November 13, 2007

PROJECT NAME: Sweetwater Creek Cove Tributary Surface Water Restoration Phase IIB  
Dredging

**A PERMIT AUTHORIZING:**

Removal of accumulated and organic sediment within Sweetwater Cove Lake as part of the Sweetwater Cove Lake Tributary Surface Water Restoration Project. This permit also authorizes work in, on or over 17.00 acres of wetland and surface waters and work within 0.94 acres of upland portions of the Wekiva River Riparian Habitat Protection Zone (RHPZ).

**LOCATION:**

Section(s): 29, 32                      Township(s): 20S                      Range(s): 29E

Seminole County

**ISSUED TO:**

Seminole County  
520 W Lake Mary Blvd Ste 200  
Sanford, FL 32773

Permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to permittee any property rights nor any rights of privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes:

**PERMIT IS CONDITIONED UPON:**

See conditions on attached "Exhibit A", dated November 13, 2007

**AUTHORIZED BY:** St. Johns River Water Management District

Department of Water Resources

Governing Board

By: Jeff Elledge  
Jeff Elledge  
(Director)

By: Kirby B. Green III  
Kirby B. Green III  
(Assistant Secretary)

**"EXHIBIT A"**  
**CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 4-117-97866-2**  
**SEMINOLE COUNTY**  
**DATED NOVEMBER 13, 2007**

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which do not cause violations of state water quality standards.
4. Prior to and during construction, the permittee shall implement and maintain all erosion and sediment control measures (best management practices) required to retain sediment on-site and to prevent violations of state water quality standards. All practices must be in accordance with the guidelines and specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988), which are incorporated by reference, unless a project specific erosion and sediment control plan is approved as part of the permit, in which case the practices must be in accordance with the plan. If site specific conditions require additional measures during any phase of construction or operation to prevent erosion or control sediment, beyond those specified in the erosion and sediment control plan, the permittee shall implement additional best management practices as necessary, in accordance with the specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988). The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
5. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
6. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District a Construction Commencement Notice Form No. 40C-4.900(3) indicating the actual start date and the expected completion date.
7. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an Annual Status Report Form No. 40C-4.900(4). These forms shall be submitted during June of each year.
8. For those systems which will be operated or maintained by an entity which will require an easement or deed restriction in order to provide that entity with the authority necessary to operate or maintain the system, such easement or deed restriction, together with any other final operation or maintenance documents as are required by subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, must be submitted to the District for approval. Documents meeting the requirements set forth in these subsections of the Applicant's Handbook will be approved. Deed restrictions, easements and other operation and maintenance documents which require recordation either with the Secretary of State or the Clerk of the Circuit Court must be so recorded prior



to lot or unit sales within the project served by the system, or upon completion of construction of the system, whichever occurs first. For those systems which are proposed to be maintained by county or municipal entities, final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local governmental entity. Failure to submit the appropriate final documents referenced in this paragraph will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system.

9. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by the portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to local government or other responsible entity.
10. Within 30 days after completion of construction of the permitted system, or independent portion of the system, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing As Built Certification Form 40C-1.181(13) or 40C-1.181(14) supplied with this permit. When the completed system differs substantially from the permitted plans, any substantial deviations shall be noted and explained and two copies of as-built drawings submitted to the District. Submittal of the completed form shall serve to notify the District that the system is ready for inspection. The statement of completion and certification shall be based on on-site observation of construction (conducted by the registered professional engineer, or other appropriate individual as authorized by law, or under his or her direct supervision) or review of as-built drawings for the purpose of determining if the work was completed in compliance with approved plans and specifications. As-built drawings shall be the permitted drawings revised to reflect any changes made during construction. Both the original and any revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor. The following information, at a minimum, shall be verified on the as-built drawings:
  1. Dimensions and elevations of all discharge structures including all weirs, slots, gates, pumps, pipes, and oil and grease skimmers;
  2. Locations, dimensions, and elevations of all filter, exfiltration, or underdrain systems including cleanouts, pipes, connections to control structures, and points of discharge to the receiving waters;
  3. Dimensions, elevations, contours, or cross-sections of all treatment storage areas sufficient to determine state-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems, when appropriate;
  4. Dimensions, elevations, contours, final grades, or cross-sections of the system to determine flow directions and conveyance of runoff to the treatment system;
  5. Dimensions, elevations, contours, final grades, or cross-sections of all conveyance systems utilized to convey off-site runoff around the system;
  6. Existing water elevation(s) and the date determined; and Elevation and location of benchmark(s) for the survey.

22. Prior to construction, the permittee must clearly designate the limits of construction on-site. The permittee must advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.
23. The proposed surface water management system shall be constructed as per plans received by the District on October 1, 2007.
24. No work within 300 feet of the bird rookery is to occur during February 1-August 31 of each year until the expiration date specified in the conditions, as detailed within notes 22-24 on sheet G-1 of the plans received by the District on October 1, 2007.
25. This project authorizes 17.05 acres of direct impacts to surface waters and 0.94-acres of temporary impacts to the upland portions of the Wekiva River Riparian Habitat Protection Zone.

26. During the construction phase, the permittee shall follow the following local:

11. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of general condition 9 above, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District in accordance with subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, accepts responsibility for operation and maintenance of the system. The permit may not be transferred to such an approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible approved operation and maintenance entity, if different from the permittee. Until the permit is transferred pursuant to section 7.1 of the Applicant's Handbook: Management and Storage of Surface Waters, the permittee shall be liable for compliance with the terms of the permit.
12. Should any other regulatory agency require changes to the permitted system, the permittee shall provide written notification to the District of the changes prior implementation so that a determination can be made whether a permit modification is required.
13. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and chapter 40C-4 or chapter 40C-40, F.A.C.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under rule 40C-1.1006, F.A.C., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of rule 40C-1.612, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
20. This permit for construction will expire five years from the date of issuance.
21. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

11. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of general condition 9 above, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District in accordance with subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, accepts responsibility for operation and maintenance of the system. The permit may not be transferred to such an approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible approved operation and maintenance entity, if different from the permittee. Until the permit is transferred pursuant to section 7.1 of the Applicant's Handbook: Management and Storage of Surface Waters, the permittee shall be liable for compliance with the terms of the permit.
12. Should any other regulatory agency require changes to the permitted system, the permittee shall provide written notification to the District of the changes prior implementation so that a determination can be made whether a permit modification is required.
13. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and chapter 40C-4 or chapter 40C-40, F.A.C.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under rule 40C-1.1006, F.A.C., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of rule 40C-1.612, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
20. This permit for construction will expire five years from the date of issuance.
21. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

22. Prior to construction, the permittee must clearly designate the limits of construction on-site. The permittee must advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.
23. The proposed surface water management system shall be constructed as per plans received by the District on October 1, 2007.
24. No work within 300 feet of the bird rookery is to occur during February 1-August 31 of each year until the expiration date specified in the conditions, as detailed within notes 22-24 on sheet G-1 of the plans received by the District on October 1, 2007.
25. This project authorizes 17.05 acres of direct impacts to surface waters and 0.94-acres of temporary impacts to the upland portions of the Wekiva River Riparian Habitat Protection Zone.
26. During the dredging at any segment of the lake, the Permittee must monitor turbidity at the following locations:
  - immediately upstream of the dredging area, upstream of the southernmost turbidity control measure (background);
  - immediately downstream of the northernmost turbidity control measure; and
  - immediately upstream of the outfall structure within Sweetwater Cove Lake into the Wekiva River.

The background sample must not be taken within any visible plume. Samples must be collected two times daily with a morning and afternoon sample at least four hours apart during the dredging activities.

Before removal of the turbidity control measures, the turbidity levels within the area surrounded by the turbidity control measures must be sampled to ensure no release of turbid water once the turbidity control measures are removed. The turbidity control measures may not be removed until the sample data indicates levels that do not exceed the State Water Quality Standards. This sample data must be included within the weekly turbidity data report.

27. If at any time the downstream turbidity level exceeds the State Water Quality Standards, then all measures required to reduce the turbidity including stopping all dredging activities, shall be taken. The dredging activities must not resume until the turbidity has returned to acceptable levels. Any such violation must be reported immediately to the District's Altamonte Springs Service Center.
28. All turbidity data must be submitted to the District's Altamonte Springs Service Center weekly. The data must contain the following information:
  - permit number;
  - date and time of sampling and analysis;
  - statement describing collection, handling, storage, and analysis methods;
  - a map indicating the location of the samples taken;
  - depth of sample;
  - antecedent weather conditions; and,
  - flow direction.
29. The Permittee must submit a final erosion, sediment and turbidity control measure plan to the District's Altamonte Springs Service Center for staff review and approval at least 30 days prior to the commencement of any work for the proposed dredging of the Sweetwater Cove Lake.




DN# 22952

**CONSTRUCTION SERVICES AGREEMENT  
SWEETWATER COVE TRIBUTARY SURFACEWATER RESTORATION PROJECT PHASE III B  
EXPANSION/REVEGETATION OF SWEETWATER COVE TREATMENT POND  
(CC-3464-08/VFT)**

THIS AGREEMENT is dated as of the 12 day of March 2009,  
by and between **ALL AMERICAN CONCRETE, INC.**, duly authorized to conduct  
business in the State of Florida, whose address is 8770 Somerset  
Drive, Largo, Florida 33773, hereinafter called "CONTRACTOR", and  
**SEMINOLE COUNTY**, a political subdivision of the State of Florida,  
whose address is Seminole County Services Building, 1101 East First  
Street, Sanford, Florida 32771, hereinafter called "COUNTY". COUNTY  
and CONTRACTOR, in consideration of the mutual covenants hereinafter  
set forth, agree as follows:

**W I T N E S S E T H:**

**SECTION 1. WORK.**  CONTRACTOR shall complete all Work as  
specified or indicated in the Contract Documents, including the Scope  
of Services and the solicitation package and all addenda thereto. The  
Work is generally described as Sweetwater Cove Tributary Surface Water  
Restoration Project Phase IIIB - Expansion/Revegetation of Sweetwater  
Cove Treatment Pond.

The Project for which the Work under the Contract Documents is a  
part is generally described as Sweetwater Cove Tributary Surface Water  
Restoration Project Phase IIIB - Expansion/Revegetation of Sweetwater  
Cove Treatment Pond.

**SECTION 2. ENGINEER.**

(a) ENGINEER OF RECORD as named in the Contract Documents shall  
mean PBS&J, whose address is 482 South Keller Road, Orlando, Florida

32810.

(b) "CEI" is the Seminole County Engineer.

**SECTION 3. CONTRACT TIME.**

(a) All provisions regarding Contract Time are essential to the performance of this Agreement.

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within two hundred ten (210) calendar days after the date when the Contract Time begins to run as provided in subsection 2.2 of the General Conditions. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within thirty (30) calendar days after the actual date of Substantial Completion.

(c) The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

(d) The Contract Time provided in this Section includes thirty (30) days allocated specifically to CONTRACTOR's responsibility for utility coordination or relocation of utilities at or adjacent to the Project site. The thirty (30) days shall be depicted by CONTRACTOR as float time not impacting Controlling Work Items on CONTRACTOR's critical path scheduling. No Contract Time extensions shall be considered related to utility coordination matters including, but not limited to, utility relocations and conflicts unless the utility related time impacts exceed thirty (30) Days impact on Controlling

Items of Work in accordance with the Project Schedule.

(e) In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions.

#### **SECTION 4. CONTRACT PRICE.**


(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price). CONTRACTOR's total compensation is ONE MILLION SEVEN HUNDRED TWENTY-EIGHT THOUSAND EIGHT HUNDRED TWENTY-SEVEN AND NO/100 DOLLARS (\$1,728,827.00) subject only to increases or decreases made in strict conformance with the Contract Documents.

(b) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.

(c) CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (original Contract Price) all costs of any nature relating to: (1) performance of the Work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions;

(4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

(d) CONTRACTOR acknowledges that performance of the Work will involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and  proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to its responsibilities to coordinate and sequence the Work of CONTRACTOR with the work of COUNTY with its own forces, the work of other utility contractors, and the work of others at the Project site.

#### **SECTION 5. PAYMENT PROCEDURES.**

(a) *Application for Payment.* CONTRACTOR shall submit Applications for Payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as




provided in the General Conditions.

(b) *Progress Payments.* COUNTY shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, in accordance with Section 14 of the General Conditions.

(c) *Final Payment.* Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the Contract Price as provided in subsection 14.9.1.

**SECTION 6. ADDITIONAL RETAINAGE FOR FAILURE TO MAINTAIN PROGRESS ON THE WORK.**

(a) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.

(b) In the event that CONTRACTOR fails to physically mobilize to the Work site as required  Section 6.19 of the General Conditions, COUNTY may withhold additional retainage to secure completion of the Work in an amount equal to the product of the number of days after the 31<sup>st</sup> day following the Date of Commencement of Contract Time and the liquidated damage amount for Substantial Completion set forth in Section 9 of this Agreement. The additional retainage will be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection will be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplementary Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

(c) If CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time, COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in Section 9 of this Agreement. The additional retainage under this subsection may, at COUNTY's discretion, be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

**SECTION 7. CONTRACTOR'S REPRESENTATIONS.** In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and weather; utility locations; all local conditions; Chapter 220, Part 1, "Purchasing Code", Seminole County Code; federal, state, and local laws; and ordinances, rules, policies, and regulations that in any manner may affect cost, progress, or performance of the Work.

(b) CONTRACTOR has studied carefully and considered in its Bid all reports of investigations and tests of subsurface and physical conditions of the site affecting cost, progress, scheduling, or

performance of the Work.

(c) CONTRACTOR has studied carefully and considered in its Bid the Plans and Specifications, performed necessary observations and examinations, and studied the physical conditions at the site related to Underground Facilities, utility installations, conflicts, relocations (temporary and permanent), and all other Underground Facilities and utility related conditions of the Work and site that may affect cost, progress, scheduling, or any aspect of performance of the Work and that its Bid reflects all such conditions. CONTRACTOR, by submitting its Bid and executing this Agreement, acknowledges the constructability of the Work under the Plans and Specifications. CONTRACTOR, by its study, excludes and releases COUNTY from any implied warranties, including but not limited to, the "Spearin Doctrine", and acknowledges that the Plans and Specifications are adequate to perform the Work.

(d) CONTRACTOR has made or caused to be made examinations, investigations, tests, and studies as it deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.

(e) CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

(f) CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents; and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.


(g) CONTRACTOR declares and agrees that the approval or acceptance of any part of the Work or Material by COUNTY, ENGINEER, or any agent relating to compliance with the Contract Documents shall not operate as a waiver by COUNTY of strict compliance with the terms and conditions of the Contract Documents.

(h) CONTRACTOR declares and agrees that COUNTY may require him to repair, replace, restore, or make all things comply with the Contract Documents including all Work or Materials which within a period of two (2) years from Acceptance by COUNTY are found to be defective or fail in any way to comply with the Contract Documents. CONTRACTOR acknowledges that the above two (2) year repair, replace, and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents. The two (2) year repair, replace, and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.

(i) CONTRACTOR's resident Superintendent at the Work site shall be Kevin Rose, and this Superintendent only shall be utilized by CONTRACTOR unless otherwise approved by COUNTY Project Manager after following the procedure indicated in the General Conditions.




(j) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the Work. CONTRACTOR declares and agrees that all costs related to performing the Work in compliance with the requirements of all permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that it shall be solely responsible for payment of all fines and penalties of any nature assessed to CONTRACTOR, COUNTY, or both by any governmental entity, district, or authority, or other jurisdictional entity, relating to all permits required for performance of the Work.

(k) CONTRACTOR acknowledges that the performance of the Work under the Contract Documents fulfills a COUNTY, CONTRACTOR and public purpose. To that end, CONTRACTOR agrees to respond to citizen complaints, related to alleged damage caused by CONTRACTOR's performance of the Work, within  ten (10) days of receipt of the complaint from any citizen, ENGINEER, or COUNTY. CONTRACTOR shall utilize the attached "Report of Unsatisfactory Materials and/or Service" form to respond separately to each complaint. When a complaint is brought to CONTRACTOR by a citizen, CONTRACTOR shall identify the citizen and street address in the "Statement of Problem". Responses and action taken by CONTRACTOR shall specifically identify the problem and specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If CONTRACTOR fails to respond within ten (10) days, COUNTY may take corrective action and deduct the actual costs of corrective action from subsequent Progress Payments or the retainage.

(1) CONTRACTOR acknowledges that county-owned property obtained for performance of the Work within the project limits includes temporary construction easements. In the event that CONTRACTOR fails to perform the Work within the Contract Time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. CONTRACTOR authorizes COUNTY to deduct the actual costs of additional or extended temporary construction easements from subsequent Progress Payments or the retainage.

#### SECTION 8. CONTRACT DOCUMENTS.

(a) The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following, in order of precedence:

- 
- (1) This Agreement;
  - (2) Bid Form, attached hereto as Exhibit A;
  - (3) Trench Safety Act, attached hereto as Exhibit B; and
  - (4) American with Disabilities Act Affidavit, attached hereto as Exhibit C;

(b) As the Project progresses, additional documents shall become part of the Agreement between COUNTY and CONTRACTOR. These documents are:

- (1) Performance Bond;
- (2) Payment Bond;
- (3) Material and Workmanship Bond;
- (4) Specifications;

(5) Technical Specifications Provided in these Contract Documents;

(6) General Conditions;

(7) Supplementary Conditions including any utility-specific forms provided by County's Utility Division;

(8) Notice to Proceed;

(9) Change Orders;

(10) Certificate of Substantial Completion;

(11) Certificate of Final Inspection;

(12) Certificate of Engineer;

(13) Certificate of Final Completion;

(14) Contractor's Release;

(15) Drawings and Plans;

(16) Supplemental Agreements;

(17) Contractor's Waiver of Lien (Partial);

(18) Contractor's Waiver of Lien (Final and Complete);

(19) Subcontractor/Vendor's Waiver of Lien (Final and Complete);

(20) Consent of Surety to Final Payment;


(21) Instructions to Bidders; and

(22) Contractor's Insurance Requirements, Certificate, and Insurance Policies.

(c) There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be altered,

amended, or repealed by a modification as provided in the General Conditions.

**SECTION 9. LIQUIDATED DAMAGES.**

(a) COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement, and CONTRACTOR recognizes that COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel,  and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, ONE THOUSAND FOUR HUNDRED TWENTY-THREE AND NO/100 (\$1,423.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, CONTRACTOR shall pay COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

(b) CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, COUNTY's actual damages which may include, but are not limited to, expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the Substantial Completion and Final Completion dates.

(c) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if CONTRACTOR has abandoned the Work.

#### **SECTION 10. MISCELLANEOUS.**

(a) Terms used in this Agreement which are defined in Section 1 of the General Conditions shall have the meanings indicated in the General Conditions.

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound, and any such assignment shall be void and of no effect. Specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) COUNTY and CONTRACTOR each binds itself and its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives

in respect to all covenants, agreements, and obligations contained in the Contract Documents.

**SECTION 11. CONTRACTOR'S SPECIFIC CONSIDERATION.** In consideration of CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00). CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items, receipt of which is hereby acknowledged.

**SECTION 12. NOTICES.** Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt, or be sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

**For COUNTY:**

Public Works Department  
500 W. Lake Mary Blvd, Suite 200  
Sanford, FL 32773

**For CONTRACTOR:**


All American Concrete, Inc.  
8770 Somerset Drive  
Largo, FL 33773



**SECTION 13. CONFLICT OF INTEREST.**

(a) CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. (See County Personnel Policy 4.10(F).)

(b) CONTRACTOR hereby certifies that no officer, agent or employee of COUNTY has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over 5 percent) either directly or indirectly, in the business of CONTRACTOR to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section  216-347, Florida Statutes, CONTRACTOR hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the legislature or any other State or Federal agency.

**SECTION 14. MATERIAL BREACHES OF AGREEMENT.**

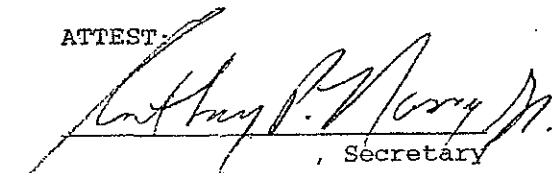
(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents related to life safety, including but not limited to, the maintenance of traffic requirements of the Contract Documents, shall be considered

a breach of the Contract Documents.

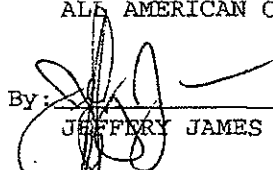
(b) Upon a material breach of the Contract Documents related to life safety as determined by ENGINEER, the ENGINEER shall issue a Stop Work Order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the Stop Work Order are not corrected within a reasonable time, as determined by ENGINEER, then the material breach shall entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR or by ENGINEER on their behalf.

ATTEST

  
Secretary  
(CORPORATE SEAL)

ALL AMERICAN CONCRETE, INC.

By:   
JEFFERY JAMES NASSE, President

Date: January 28, 2009

ATTEST:

Bx [Signature]  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By: [Signature]  
BOB DALLARI, Chairman

Date: 3-12-09

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their 27 Jan., 2009  
regular meeting.

[Signature]  
County Attorney

AEC/lpk  
1/6/08

P:\Users\Legal Secretary.CSB\Purchasing 2009\Agreements\CC-3464.doc

Attachments:

- Exhibit A - Bid Form
- Exhibit B - Trench Safety Act
- Exhibit C - American with Disabilities Act Affidavit

# "EXHIBIT A"

## BID FORM

### SEMINOLE COUNTY, FLORIDA FOR THE CONSTRUCTION OF

PROJECT: Expansion & Revegetation of the Sweetwater Cove Treatment Pond  
COUNTY CONTRACT NO. CC-3464-08/VFT

Name of Bidder: ALL AMERICAN CONCRETE, INC.

Mailing Address: 8770 SOMERSET DRIVE

Street Address: " " " "

City/State/Zip: LARGO, FLORIDA 33773

Phone Number: (727) 524-8755

FAX Number: (727) 524-8759

Contractor License Number: CGC059199

TO: Purchasing and Contacts Division of Seminole County, Florida

Pursuant to and in compliance with your notice inviting sealed Bids (Invitation for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, Material, and tools, expendable Equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. 1 through 8, on file at the Purchasing Division for the Total Bid (Contract Price) hereinafter set forth.

The undersigned Bidder agrees that the Work shall be completed according to the schedule set forth in the Contract Documents.

The undersigned Bidder further agrees to pay liquidated damages as described in the Contract Documents.

Bid prices must be stated in words in accordance with these Instructions to Bidders in the blank space(s) provided for that purpose.

Bidder acknowledges that it has read and fully understands all Sections of the Instructions To Bidders.

BID FORM  
06/08

00100-1  
CC-3464-08

Expansion & Revegetation of the Sweetwater Cove Treatment Pond

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he will furnish the Contract Security, Insurance Certificates, Endorsements, and Policies, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Bidders" and elsewhere in the Contract Documents may result in a finding that the Bidder is non-responsive and may cause a forfeiture of the Bid Security.

Attention: Bids shall only be considered from those Bidders who have obtained these Contract Documents from the COUNTY directly or via the website ([www.seminolecountyfl.gov/purchasing](http://www.seminolecountyfl.gov/purchasing)).

#### BID FORM

Pursuant to and in compliance with the Invitation for Bid, the Instructions to Bidders, and other documents relating thereto, the undersigned hereby agrees to furnish all labor, materials and equipment to do the Work in strict accordance with the Contract Documents and all addenda, if any, issued prior to the date of this Bid at the Total Bid herein as follows:

TOTAL AMOUNT OF BASE BID: \$ 1,728,827.00  
Numbers

One million, Seven hundred twenty eight thousand  
eight hundred twenty seven and 00/100  
(IN WORDS)

1. The Bidder acknowledges that the Total Amount of Bid above includes the sum of \$250 or 1% of the Bid, whichever is greater, as specific consideration for indemnification.
2. The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits, bonds, equipment, materials and any and all incidental costs necessary for the execution of the required services.

The Bidder acknowledges the receipt, execution, and return of the following forms:

Section 00100 - Bid Forms, including alternates and addendum, if any, & W-9 Form.  
Section 00110 - Trench Safety Act Form  
Section 00120 - Bidder Information Forms  
Section 00200 - Non-Collusion Affidavit of Bidder  
Section 00300 - Certification of Nonsegregated Facilities Form  
Section 00310 - Americans with Disabilities Act Form  
Section 00320 - Drug-Free Workplace Form  
Section 00330 - Public Entity Crimes Form  
Section 00340 - Compliance with Public Records Law  
Bid Bond / Bid Security  
References

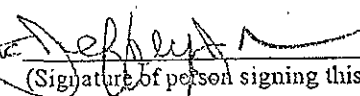
BID FORM  
06/08

00100-2  
CC-3464-08

Expansion & Revegetation of the Sweetwater Cove Treatment Pond

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 10<sup>th</sup> day of SEPTEMBER, 2008.

ALL AMERICAN CONCRETE, INC.  
(Name of BIDDER)

  
(Signature of person signing this BID FORM)

JEFFREY NASSE  
(Printed name of person signing this BID FORM)

PRESIDENT  
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS BIDDER'S BOND

(insert the word(s) "cashier's check," bidder's bond, "certified check," or other security as provided by law, as the case may be) in an amount equal to at least five percent (5%) of the Total Bid, payable to the BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA.

The undersigned deposits the above-named security as a Bid guarantee and agrees that it shall be forfeited to the COUNTY as liquidated damages in case this Bid is accepted by the COUNTY and the undersigned fails to execute an Agreement with the COUNTY as specified in the Contract Documents accompanied by the required Payment and faithful Performance Bonds with Sureties satisfactory to the COUNTY, and accompanied by the required certificates of insurance coverage, and endorsements. Should the COUNTY be required to engage the services of an attorney in connection with the enforcement of this Bid, Bidder promises to pay COUNTY'S reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.



BID FORM

BID FORM  
06/08

00100-4  
CC-3464-08

Expansion & Revegetation of the Sweetwater Cove Treatment Pond

SWEETWATER COVE TRIBUTARY SURFACE WATER RESTORATION PROJECT  
 PHASE III B - DREDGING OF SWEETWATER COVE LAKE  
 BID SCHEDULE

PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST (\$)	TOTAL COST (\$)
1	Mobilization, Bonds, Insurance, etc.	1	LS	312,959.00	312,959.00
2	Preparation of Dewatering Area	1	LS	288,224.00	288,224.00
3	Erosion and Turbidity Control	1	LS	304,745.00	304,745.00
4	Dredging/Dewatering/Removal	73,000	CY	9.57	698,610.00
5	Leaf/Trash Trap	2	EA	9144.00	18,288.00
6	Concrete Rubble Rip-Rap	60	CY	162.00	9720.00
7	29x45-Inch HERCP	48	LF	190.00	9120.00
8	29x45-Inch HERCP Headwall	2	EA	2845.00	5690.00
9	Lake Plantings	5	AC	4440.00	22200.00
10	Dewatering Area Restoration	1	LS	38459.00	38,459.00
11	Demobilization	1	LS	15,817.00	15,817.00
12	Plant Maintenance 1 Year	1	LS	4,995.00	4,995.00
				TOTAL:	1,728,827.00

## "EXHIBIT B"

### TRENCH SAFETY ACT SECTIONS 553.60-553.64, FLORIDA STATUTES

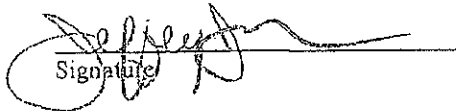
#### NOTICE TO BIDDERS:

In order to comply with the Trench Safety Act, the Bidder is required to specify the costs of compliance. These costs are not a separate pay item. The Bidder must also reference the Trench Safety Standards which will be in effect during construction, and assure in writing that the Bidder will comply with the applicable Trench Safety Standards.

<u>TRENCH SAFETY MEASURE</u>	<u>UNITS OF MEASURE</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
29x45	LF	50	1.00	50.00
Slope repair	SF	200,000	.01	2,000.00

TOTAL \$ 2,050.00

JEFF NASSE  
Printed Name

  
Signature

ALL AMERICAN CONCRETE, INC  
Bidder Name

SEPT 10, 2008  
Date

TRENCH SAFETY ACT  
06/08

Expansion & Revegetation of the Sweetwater Cove Treatment Pond

00110-1  
CC-3464-08

# "EXHIBIT C"

## AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding COUNTY.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the COUNTY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR: ALL AMERICAN CONCRETE, INC.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Affix Corporate Seal

STATE OF FLORIDA     )  
                                      ) ss  
COUNTY OF PINELLAS    )

The foregoing instrument was acknowledged before me this 10 day of SEPT, 2008, by JEFF NASSE of ALL AMERICAN CONCRETE, INC. firm), on behalf of the firm. He/She is personally known to me or has produced \_\_\_\_\_ identification.

Deborah Ann Wise  
Print Name  
Notary Public in and for the County  
and State of FLORIDA  
My commission expires: NOV. 27, 2009  
MY COMMISSION # DD493806  
(407) 398-0153 Photo: Notary Service.com

AMERICANS WITH DISABILITIES ACT AFFIDAVIT  
06/08

00310-1  
CC-3464-08

Expansion & Revegetation of the Sweetwater Cove Treatment Pond

FRONT PAGE

Attached to and part of Bond No. 105215482

In Compliance with Florida Statute Chapter 255.05 (1)(a), Public Work.

All other Bond Page(s) are deemed subsequent to this page regardless of any page number(s) that may be pre-printed thereon.

Contractor Name: All American Concrete, Inc.

Contractor Address: 8770 Somerset Drive; Largo, Florida 33773

Contractor Phone No.: 727-524-8755

Surety Company: Travelers Casualty and Surety Company of America

Surety Address: c/o Wells Fargo Insurance Services; 311 Park Place Blvd. Suite 400; Clearwater, FL. 33759

Surety Phone No.: 727-791-5492

Owner Name: Seminole County

Owner Address: 1101 East First Street; Sanford, Florida 32771

Owner Phone No.: (407) 665-7116

Obligee Name: See Owner Information Above  
(If contracting entity is different  
from the owner, the contracting public  
entity)

Obligee Address: See Owner Information Above

Obligee Phone No.: See Owner Information Above

Bond Amount: One million, seven hundred and twenty-eight thousand, eight hundred and twenty-seven dollars (\$1,728,827.00)

Contract No. (if applicable) CC-3464-08/VFT

Description of Work: Sweetwater Cove Tributary Surface Water Restoration Project Phase IIIB -  
Expansion / Revegetation of Sweetwater Cove Treatment Pond (Contract # CC-3464-08/VFT)

Project Location: Sweetwater Cove Treatment Pond (Seminole County, FL.).

Legal Description: Sweetwater Cove Tributary Surface Water Restoration Project Phase IIIB -  
Expansion / Revegetation of Sweetwater Cove Treatment Pond (Contract # CC-3464-08/VFT)

PERFORMANCE BOND  
(100% of Contract Price)  
Seminole County Contract No. CC-3464-08/VFT

KNOW ALL MEN BY THESE PRESENTS that:

All American Concrete, Inc.

(Name of CONTRACTOR)

8770 Somerset Drive; Largo, Florida 33773

(Address of CONTRACTOR)

CONTRACTOR's Telephone Number: (727) 524-8755

a Corporation

(Corporation, Partnership, or Individual)

hereinafter called Principal, and Traveler Casualty and Surety Company of America  
(Name of Surety)

c/o Wells Fargo Insurance Services: 311 Park Place Blvd., 4th Floor; Clearwater, FL.

(Address of Surety)

33759

Surety's Telephone Number: (727) 791-5492 Bond Dept.

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida, 32771, hereinafter called COUNTY, in the sum of One million, seven hundred and twenty-eight thousand, eight hundred and twenty-seven dollars and no cents-- DOLLARS (\$1,728,827.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. The sum shall not be less than one hundred percent (100%) of the Contract Price.

COUNTY's telephone number is (407) 665-7116. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with COUNTY, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \*\*\* a copy of which is hereto attached and made a part hereof for the construction of: CC-3464-08/VFT - Sweetwater Cove Tributary Surface Water Restoration Project Phase IIIB - Expansion/Revegetation of Sweetwater Cove Treatment Pond. \*\*\*Award Letter Dated January 28, 2009

Legal Description of Property:

Section 25,26,35, Township 23S, Range 37E



Bond # 105215482

General description of the Work: The CONTRACTOR is responsible for all labor, materials, equipment, coordination, and incidentals necessary for CC-3464-08/VFT - Sweetwater Cove Tributary Surface Water Restoration Project Phase IIIB - Expansion/Revegetation of Sweetwater Cove Treatment Pond.

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes, and the Agreement referenced above, as the same may be amended.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and agreements of said Agreement including, but not limited, to the guaranty period and the warranty provisions, in the time and manner prescribed in the Agreement; and

2. Pays COUNTY all liquidated damages, losses, damages, delay damages, expenses, costs, and attorneys fees, including costs and attorneys fees on appeal that COUNTY sustains resulting from any breach or default by Principal under the Agreement

then this bond is void; otherwise it shall remain in full force and effect.

The coverage of this Performance Bond is co-equal with each and every obligation of the Principal under the above-referenced Agreement and the Contract Documents of which the Agreement is a part except that the coverage of the Performance Bond is limited to 100 percent of the Contract Price.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Agreement and the Contract Documents of which the Agreement is a part during the period in which this Performance Bond is in effect, the Surety shall remain liable to COUNTY for all such direct loss or damage (including reasonable attorneys fees and costs and attorneys fees and costs on appeal) resulting from any failure to perform, up to 100 percent of the Contract Price and for Indirect damages as determined by COUNTY up to an additional twenty percent (20%) over the adjusted Contract Price.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold COUNTY harmless from any and all loss, damage, cost, and expense, including reasonable attorneys fees and costs for all trial and

appellate proceedings, resulting from the Surety's failure to fulfill its obligations hereunder up to 100 percent of the Contract Price.

The Surety stipulates and agrees that its obligation is to perform the Principal's Work under the Agreement under the Bond. The following preventative options by the Surety are encouraged; however, preventative options shall not be considered under the Bond: (i) Surety's financing of the Principal to keep Principal from defaulting under the Contract Documents; and (ii) Surety's offers to COUNTY to buy back the Bond. The Surety agrees that its obligation under the bond is to: (i) take over performance of the Principals' Work and be the completing Surety even if performance of the Principal's Work exceeds the adjusted Principals' Contract Price; or (ii) re-bid and re-let the Principals' Work to a completing contractor with Surety remaining liable for the completing contractor's performance of the Principal's Work and furnishing adequate funds to complete the Work. The Surety acknowledges that its cost of completion upon default by the Principal may exceed the Contract Price. In any event, the Principal's Contract Time is of the essence and applicable delay damages are not waived by COUNTY.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon COUNTY's pursuit of its remedies against Principal, however, such obligation shall only arise upon a declaration of default of the Principal and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement entered into by COUNTY and Principal without Surety's knowledge or consent; and (ii) the discharge of Principal as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same maybe amended, or any similar state or federal law, or any limitations of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Agreement and Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. However, in the event Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement and Contract Documents are executed exceeding 110 percent of the contract price, the Surety shall be notified by COUNTY of such increased by COUNTY, and the Principal shall be required to increase the sum of the Bond to be commensurate with the increased Contract Price.

The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.

Bond # 105215482

This Performance Bond is intended to comply with the requirements of Section 255.05, Florida Statutes, as amended, and additionally, to provide contract rights more expansive than as required by statute.

*(End of Document - Signature Pages Follow)*

Bond # 105215482

IN WITNESS WHEREOF, this instrument is executed this 6th day  
of February, 2009.

ATTEST:

PRINCIPAL/CONTRACTOR  
All American Concrete, Inc.

By: [Signature]  
(Secretary)

Name: ANTHONY NASSER JR  
(Typed or Printed)

By: [Signature]  
(Officer)

Name: JEFFERY WASSE  
(Typed or Printed)

Title: PRESIDENT

Address: 8770 Somerset Drive

City, ST ZIP: Largo, Florida 33773

[Signature]  
Witness

KEVIN ROSE  
Print Name

[Signature]  
Witness

SHERY O'DELL  
Print Name

(Surety Signature Page Follows)

ATTEST:

By: [Signature]  
~~XXXXXXXXXX~~ As-to-Surety  
Name: Kathy Burer  
(Typed or Printed)

[Signature]  
Witness  
Frank Ruckle  
Print Name  
Dana Wieland  
Witness  
Dana Wieland  
Print Name

SURETY

Travelers Casualty and Surety Company of America

By: [Signature]  
~~XXXXXXXXXX~~ Attorney-in-Fact  
John F. Palmer  
Name: \_\_\_\_\_  
(Typed or Printed)

Title: Attorney-in-Fact  
c/o Wells Fargo Insurance Services  
Address: 311 Park Place Blvd., 4th Floor  
City, ST ZIP: Clearwater, FL. 33759

**NOTE:** Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is a Partnership, all partners shall execute the Bond.

**IMPORTANT:** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

All bonds shall be originals and issued or countersigned by a local producing agent who is authorized to operate in the State of Florida. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their Power of Attorney to sign such Bond. Agents of Surety companies must list their name, address, and telephone number on all Bonds.

Bond # 105215482

PAYMENT BOND  
(100% OF Contract Price)  
Seminole County Contract No. CC-3464-08/VFT

KNOW ALL MEN BY THESE PRESENTS that:

All American Concrete, Inc.

(Name of CONTRACTOR)

8770 Somerset Drive; Largo, Florida 33773

(Address of CONTRACTOR)

CONTRACTOR's Telephone Number: (727) 524-8755

a Corporation

(Corporation, Partnership, or Individual)

hereinafter called Principal, and Travelers Casualty and Surety Company of America  
(Name of Surety)  
c/o Wells Fargo Insurance Services; 311 Park Place Blvd., 4th Floor; Clearwater, FL.  
33759

(Address of Surety)

Surety's Telephone Number: (727) 791-5492 Bond Dept.

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called COUNTY, in the sum of ~~one million, seven hundred and twenty-eight thousand, eight hundred and twenty-seven dollars and no cents~~ DOLLARS (\$1,728,827.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

COUNTY's telephone number is (407) 665-7116. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with COUNTY, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \*\*\* a copy of which is hereto attached and made a part hereof for the construction of: CC-3464-08/VFT - Sweetwater Cove Tributary Surface Water Restoration Project Phase IIIB - Expansion/Revegetation of Sweetwater Cove Treatment Pond.

\*\*\*Award Letter Dated January 28, 2009

Legal Description of Property:

Section 25,26,35, Township 23S, Range 37E

General description of the Work: The CONTRACTOR is responsible for all labor, materials, equipment, coordination, and incidentals



necessary for CC-3464-08/VFT - Sweetwater Cove Tributary Surface Water Restoration Project Phase IIIB - Expansion/Revegetation of Sweetwater Cove Treatment Pond.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Agreement, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

1. This Bond is furnished for the purpose of complying with the requirements of Section 255.05, Florida Statutes, as same may be amended.
2. It is a specific condition of this Bond that a claimant's right of action on the Bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.
3. This Bond is conditioned that CONTRACTOR shall promptly make payments to all persons defined in Section 713.05, Florida Statutes, whose claims derive from the prosecution of the Work provided for in the Agreement.

Therefore, a claimant, except a laborer, who is not in privity with the CONTRACTOR shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish CONTRACTOR with a notice that (s)he may look to the Bond for protection. A claimant who is not in privity with the CONTRACTOR and who has not received payment for his/her labor, materials, supplies, or rental equipment within ninety (90) days after final furnishing of the labor, services, materials, or equipment by claimant, deliver to CONTRACTOR and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials, or supplies may be instituted against CONTRACTOR or the Surety on the bond after one(1) year from the performance of the labor or completion of the delivery of the materials or supplies.

4. Any changes in or under the Agreement or Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the sum of this Bond shall increase or decrease in accordance with the Change Orders

(unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement or Contract Documents.

5. The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other. The Payment Bond shall be construed as a statutory Payment Bond under Section 255.05, Florida Statutes, and not as a common law bond.

IN WITNESS WHEREOF, this instrument is executed this 6th day of February, 2009.

ATTEST:

PRINCIPAL/CONTRACTOR

All American Concrete, Inc.

By:

(Secretary)

Name: ANTHONY NASSE  
(Typed or Printed)

By:

(Officer)

Name: JEFFERY NASSE  
(Typed or Printed)

Title: PRESIDENT

Address: 8770 Somerset Drive

City, ST ZIP: Largo, Florida 33773

Witness

Print Name

Witness

Print Name

(Surety Signature Page Follows)

ATTEST:

By: [Signature]  
~~XXXXXXXXXX~~ As-to-Surety  
Name: Kathy Burer  
(Typed or Printed)

[Signature]  
Witness  
Frank Ruckle  
Print Name  
Dana Wieland  
Witness  
Dana Wieland  
Print Name

SURETY

Travelers Casualty and Surety Company of America

By: [Signature]  
~~XXXXXXXXXX~~ Attorney-in-Fact  
Name: John F. Palmer  
(Typed or Printed)

Title: Attorney-in-Fact  
c/o Wells Fargo Insurance Services  
Address: 311 Park Place Blvd., 4th Floor  
City, ST ZIP: Clearwater, Florida 33759

**NOTE:** Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is a Partnership, all partners shall execute the Bond.

**IMPORTANT:** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

All bonds shall be originals and issued or countersigned by a local producing agent who is authorized to operate in the State of Florida. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their Power of Attorney to sign such Bond. Agents of Surety companies must list their name, address, and telephone number on all Bonds.



## POWER OF ATTORNEY

Bond # 105215482

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 Seaboard Surety Company  
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company  
 St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 218748

Certificate No. 001681896

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John F. Palmer, Craig W. Fenton, Maril B. Jacobs, Tamara Sue Davis, and Samantha Dent

of the City of Clearwater, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 8th day of June, 2007.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 Seaboard Surety Company  
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company  
 St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By: George W. Thompson  
 George W. Thompson, Senior Vice President

On this the 8th day of June, 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2011.



Marie C. Tetreault  
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of February, 2009.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.stpaultravelersbond.com](http://www.stpaultravelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



# St. Johns River Water Management District

Kirby B. Green III, Executive Director • David W. Fleck, Assistant Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500  
On the Internet at [www.sjrwmd.com](http://www.sjrwmd.com)

November 13, 2007

Seminole County  
520 W. Lake Mary Blvd Ste 200  
Sanford, FL 32773

SUBJECT: Permit Number 4-117-97886-2  
Sweetwater Creek Cove Tributary Surface Water Restoration Phase IIB  
Dredging

Dear Sir/Madam:

Enclosed is your permit as authorized by the Governing Board of the St. Johns River Water Management District on November 13, 2007.

This permit is a legal document and should be kept with your other important documents. The attached MSSW/Stormwater As-Built Certification Form should be filled in and returned to the Palatka office within thirty days after the work is completed. By so doing, you will enable us to schedule a prompt inspection of the permitted activity.

In addition to the MSSW/Stormwater As-Built Certification Form, your permit also contains conditions which require submittal of additional information. All information submitted as compliance to permit conditions must be submitted to the Palatka office address.

Permit issuance does not relieve you from the responsibility of obtaining permits from any federal, state and/or local agencies asserting concurrent jurisdiction for this work.

In the event you sell your property, the permit can be transferred to the new owner, if we are notified by you within thirty days of the sale. Please assist us in this matter so as to maintain a valid permit for the new property owner.

Thank you for your cooperation and if this office can be of any further assistance to you, please do not hesitate to contact us.

Sincerely,

Gloria Lewis, Director  
Division of Regulatory Information Management

Enclosures: Permit with EN Form(s), if applicable

cc: District Permit File

Agent: Post Buckley Schuh & Jernigan Inc  
3230 Commerce Place Ste A  
West Palm Beach, FL 33407

## GOVERNING BOARD

David G. Graham, CHAIRMAN  
JACKSONVILLE

Ann T. Moore, SECRETARY  
BUNNELL

Duane L. Obenshroek, TREASURER  
JACKSONVILLE

Susan N. Hughes  
PONTE VEDRA

Michael Ertel  
OWEN

Harvey "Merky" Hoffman  
ENTERPRISE

Arden N. Jumper  
FORT MCCOY

William W. Kent  
MELBOURNE BEACH

W. Leonard Wood  
PERRANQUA BEACH

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
Post Office Box 1429  
Palatka, Florida 32178-1429

PERMIT NO. 4-117-97866-2

DATE ISSUED: November 13, 2007

PROJECT NAME: Sweetwater Creek Cove Tributary Surface Water Restoration Phase IIB  
Dredging

A PERMIT AUTHORIZING:

Removal of accumulated and organic sediment within Sweetwater Cove Lake as part of the Sweetwater Cove Lake Tributary Surface Water Restoration Project. This permit also authorizes work in, on or over 17.00 acres of wetland and surface waters and work within 0.94 acres of upland portions of the Wekiva River Riparian Habitat Protection Zone (RHPZ).

LOCATION:

Section(s): 29, 32

Township(s): 20S

Range(s): 29E

Seminole County

ISSUED TO:

Seminole County  
520 W Lake Mary Blvd Ste 200  
Sanford, FL 32773

Permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to permittee any property rights nor any rights of privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

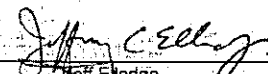
PERMIT IS CONDITIONED UPON:


See conditions on attached "Exhibit A", dated November 13, 2007

AUTHORIZED BY: St. Johns River Water Management District

Department of Water Resources

Governing Board

By:   
Jeff Eledge  
(Director)

By:   
Kirby B. Green III  
(Assistant Secretary)

"EXHIBIT A"  
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 4-117-97866-2  
SEMINOLE COUNTY  
DATED NOVEMBER 13, 2007

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which do not cause violations of state water quality standards.
4. Prior to and during construction, the permittee shall implement and maintain all erosion and sediment control measures (best management practices) required to retain sediment on-site and to prevent violations of state water quality standards. All practices must be in accordance with the guidelines and specifications in chapter 6 of the Florida Land Development Manual: "A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988)", which are incorporated by reference, unless a project specific erosion and sediment control plan is approved as part of the permit, in which case the practices must be in accordance with the plan. If site specific conditions require additional measures during any phase of construction or operation to prevent erosion or control sediment, beyond those specified in the erosion and sediment control plan, the permittee shall implement additional best management practices as necessary, in accordance with the specifications in chapter 6 of the Florida Land Development Manual: "A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988)". The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
5. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
6. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District a Construction Commencement Notice Form No. 40C-4.900(3) indicating the actual start date and the expected completion date.
7. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an Annual Status Report Form No. 40C-4.900(4). These forms shall be submitted during June of each year.
8. For those systems which will be operated or maintained by an entity which will require an easement or deed restriction in order to provide that entity with the authority necessary to operate or maintain the system, such easement or deed restriction, together with any other final operation or maintenance documents as are required by subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, must be submitted to the District for approval. Documents meeting the requirements set forth in these subsections of the Applicant's Handbook will be approved. Deed restrictions, easements and other operation and maintenance documents which require recordation either with the Secretary of State or the Clerk of the Circuit Court must be so recorded prior



to lot or unit sales within the project served by the system; or upon completion of construction of the system, whichever occurs first. For those systems which are proposed to be maintained by county or municipal entities, final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local governmental entity. Failure to submit the appropriate final documents referenced in this paragraph will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system.

9. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by the portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to local government or other responsible entity.
10. Within 30 days after completion of construction of the permitted system, or independent portion of the system, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing AS Built Certification Form 40C-1.181(13) or 40C-1.181(14) supplied with this permit. When the completed system differs substantially from the permitted plans, any substantial deviations shall be noted and explained and two copies of as-built drawings submitted to the District. Submittal of the completed form shall serve to notify the District that the system is ready for inspection. The statement of completion and certification shall be based on on-site observation of construction (conducted by the registered professional engineer, or other appropriate individual as authorized by law, or under his or her direct supervision) or review of as-built drawings for the purpose of determining if the work was completed in compliance with approved plans and specifications. As-built drawings shall be the permitted drawings revised to reflect any changes made during construction. Both the original and any revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor. The following information, at a minimum, shall be verified on the as-built drawings:
  1. Dimensions and elevations of all discharge structures including all weirs, slots, gates, pumps, pipes, and oil and grease skimmers;
  2. Locations, dimensions, and elevations of all filter, exfiltration, or underdrain systems including cleanouts, pipes, connections to control structures, and points of discharge to the receiving waters;
  3. Dimensions, elevations, contours, or cross-sections of all treatment storage areas sufficient to determine state-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems, when appropriate;
  4. Dimensions, elevations, contours, final grades, or cross-sections of the system to determine flow directions and conveyance of runoff to the treatment system;
  5. Dimensions, elevations, contours, final grades, or cross-sections of all conveyance systems utilized to convey off-site runoff around the system;
  6. Existing water elevation(s) and the date determined; and Elevation and location of benchmark(s) for the survey.

11. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of general condition 9 above, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District in accordance with subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, accepts responsibility for operation and maintenance of the system. The permit may not be transferred to such an approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible approved operation and maintenance entity if different from the permittee. Until the permit is transferred pursuant to section 7.1 of the Applicant's Handbook: Management and Storage of Surface Waters, the permittee shall be liable for compliance with the terms of the permit.
12. Should any other regulatory agency require changes to the permitted system, the permittee shall provide written notification to the District of the changes prior implementation so that a determination can be made whether a permit modification is required.
13. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and chapter 40C-4 or chapter 40C-40, F.A.C.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under rule 40C-1.1006, F.A.C., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of rule 40C-1.612, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
20. This permit for construction will expire five years from the date of issuance.
21. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

22. Prior to construction, the permittee must clearly designate the limits of construction on-site. The permittee must advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.
23. The proposed surface water management system shall be constructed as per plans received by the District on October 1, 2007.
24. No work within 300 feet of the bird rookery is to occur during February 1-August 31 of each year until the expiration date specified in the conditions, as detailed within notes 22-24 on sheet G-1 of the plans received by the District on October 1, 2007.
25. This project authorizes 17.05 acres of direct impacts to surface waters and 0.94-acres of temporary impacts to the upland portions of the Wekiva River Riparian Habitat Protection Zone.
26. During the dredging at any segment of the lake, the Permittee must monitor turbidity at the following locations:
- immediately upstream of the dredging area; upstream of the southernmost turbidity control measure (background);
  - immediately downstream of the northernmost turbidity control measure; and
  - immediately upstream of the outfall structure within Sweetwater Cove Lake into the Wekiva River.
- The background sample must not be taken within any visible plume. Samples must be collected two times daily with a morning and afternoon sample at least four hours apart during the dredging activities.
- Before removal of the turbidity control measures, the turbidity levels within the area surrounded by the turbidity control measures must be sampled to ensure no release of turbid water once the turbidity control measures are removed. The turbidity control measures may not be removed until the sample data indicates levels that do not exceed the State Water Quality Standards. This sample data must be included within the weekly turbidity data report.
27. If at any time the downstream turbidity level exceeds the State Water Quality Standards, then all measures required to reduce the turbidity including stopping all dredging activities, shall be taken. The dredging activities must not resume until the turbidity has returned to acceptable levels. Any such violation must be reported immediately to the District's Altamonte Springs Service Center.
28. All turbidity data must be submitted to the District's Altamonte Springs Service Center weekly. The data must contain the following information:
- permit number;
  - date and time of sampling and analysis;
  - statement describing collection, handling, storage, and analysis methods;
  - a map indicating the location of the samples taken;
  - depth of sample;
  - antecedent weather conditions; and,
  - flow direction.
29. The Permittee must submit a final erosion, sediment and turbidity control measure plan to the District's Altamonte Springs Service Center for staff review and approval at least 30 days prior to the commencement of any work for the proposed dredging of the Sweetwater Cove Lake.